



LEROY D. BACA, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**  
*A Tradition of Service*



July 19, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MODEL MASTER AGREEMENT  
FOR TEMPORARY PERSONNEL SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) is seeking Board approval for a Model Master Agreement (Model Agreement) to provide temporary personnel services. Funding for the first year of the Master Agreement (Agreement) has been allocated in the Department's Fiscal Year (FY) 2011-12 operating budget.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached Model Agreement for Temporary Personnel Services and delegate authority to the Sheriff to execute the Agreements for Temporary Personnel Services with various qualified contractors to provide temporary personnel services commencing upon execution by the Sheriff and terminating three years from the date the Board approved the Model Agreement with an option to extend for two additional one-year periods and thereafter for another six months in any increment for a total term not to exceed five years and six months.
2. Delegate authority to the Sheriff or his designee to execute all Change Orders and Amendments to the Agreement, as specified in Section 6.0, Change Orders and Amendments of the Agreement, including Amendments to the Agreement: that exercise the extension options if it's in the best interest of the County; when the original contracting entity has merged, been purchased, or otherwise changed; to add or delete temporary personnel job classifications; and to include new or revised standard Los Angeles County (County) contract provisions, including all applicable documents, adopted by your Board during the term of the Agreement.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to establish an Agreement with numerous qualified contractors to provide the Department with as-needed temporary personnel to fill critical work assignments. The temporary personnel job classifications that will be utilized include, but are not limited to: intermediate clerk, intermediate typist clerk, secretary, executive secretary, data control clerk, internal auditor, senior internal auditor, warehouse worker, medical records technician, diet technician, dietitian, pharmacy technician, and pharmacist.

The Department provides an array of specialized services. Frequent and often unpredictable changes in the needs of the public result in variation in program size and require additional staffing to handle increases in paperwork and administrative duties. Temporary personnel are needed to provide staffing flexibility and minimum dislocation of permanent employees. The temporary personnel will also provide coverage during extended sick and family leave, special projects, emergencies, and to meet critical workload demands.

## **Implementation of Strategic Plan Goals**

The recommended service supports the County's Strategic Plan Goal 1, Organizational Effectiveness. Specifically, the Agreement will ensure the Department maintains a pool of temporary personnel to provide temporary personnel services allowing the Department to fulfill its legal responsibility to the public.

## **FISCAL IMPACT/FINANCING**

The Department has identified funding in the amount of \$600,000 in the operating budget for FY 2011-12. The Department will continue to allocate the funds required to continue these services throughout the duration of the Agreement.

The total amount paid throughout the term of the Agreement will depend on the temporary personnel services needed by the Department. The rates are based on fixed billable hourly rates. The fixed billable hourly rates will remain constant throughout the term of the Agreement. The maximum annual cost will not exceed the fiscal year's operating budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Currently, there is an active Agreement that was approved by your Board on January 31, 2006, and expires on July 30, 2011.

The term of this Agreement will commence upon execution by the Sheriff and terminate three years from the date the Board approved the Model Agreement with an option to extend for two additional one-year periods and thereafter for another six months in any increment for a total term not to exceed five years and six months. Work will be performed on a Work Order basis. A Work Order will be issued for any peak load, temporary absence or emergency other than a labor dispute for a period not to exceed 90 business days or 720 working hours, whichever comes first.

Since the needs of the Department are ever changing, the Department seeks delegated authority to, among other things, execute Amendments to the Agreement that add or delete temporary personnel job classifications throughout the term of the Agreement.

Advance notification and a copy of the Temporary Personnel Services solicitation documents, the

Agreement, and Statement of Work were provided to the Department of Human Resources, Chief Executive Office, and SEIU Local 660.

County Counsel has reviewed and approved the attached Model Agreement as to form.

### **CONTRACTING PROCESS**

On April 26, 2011, the Department issued a Request for Statement of Qualifications (RFSQ) for Temporary Personnel Services. The RFSQ solicitation was posted on the County and the Department's Websites with an initial closing date of May 26, 2011. The Department received 13 Statement of Qualifications (SOQs) by May 26, 2011. The evaluation committee reviewed all SOQs. Of the 13 responses received, all vendors met the minimum requirements and have been determined by the Department to be qualified.

The Department seeks delegated authority for the Sheriff to execute the Agreements with the following qualified vendors: Appleone Employment Services, BBT&T, Caban Resources, LLC, Helpmates Staffing Services, HR Management, Incorporated, Human Potential Consulting, LLC, International Advantage Corporation, JM Staffing, Ladera Career Paths, Incorporated, Lead Staffing Corporation, Maximum Staffing Solutions, Staffmark, and Manpower, Incorporated. The Department also seeks delegated authority for the Sheriff to execute Agreements with additional vendors determined by the Department to be qualified, if necessary.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current Department operations and services.

### **CONCLUSION**

Upon approval by your Board, please return one adopted copy of this action to the Department's Contracts Unit.

The Honorable Board of Supervisors

7/19/2011

Page 4

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent than the last name "Baca".

LEROY D. BACA

Sheriff

LDB:BJJ:bj

Enclosures



**TEMPORARY PERSONNEL SERVICES  
MODEL MASTER AGREEMENT  
FOR  
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
  
AND  
(CONTRACTOR)**

MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
[ ]

Table of Contents

RECITALS .....	1
1. MASTER AGREEMENT AND INTERPRETATION .....	1
1.1 Master Agreement .....	1
1.2 Interpretation .....	1
1.3 Additional Terms and Conditions .....	2
1.4 Construction .....	2
2. DEFINITIONS .....	3
3. ADMINISTRATION OF MASTER AGREEMENT – COUNTY .....	5
3.1 County Project Director .....	5
3.2 County Project Manager .....	5
3.3 Consolidation of Duties .....	6
3.4 County Personnel .....	6
4. ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR .....	6
4.1 Contractor Project Manager .....	6
4.2 Contractor Assistant Project Manager .....	7
4.3 Approval of Contractor's Staff .....	7
5. WORK .....	7
6. CHANGE ORDERS AND AMENDMENTS .....	8
6.1 General .....	8
7. TERM .....	9
8. PRICES AND FEES .....	10
8.1 General .....	10
8.2 Maximum Contract Sum .....	10
8.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement .....	10
9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS .....	10

10.	INVOICES AND PAYMENTS.....	11
10.1	Payments.....	11
10.2	Approval of Invoices .....	11
10.3	Details.....	11
10.4	Submission of Invoices .....	12
10.5	No Out-of-Pocket Expenses .....	12
10.6	Contractor Responsibility .....	12
10.7	County's Right to Withhold.....	12
11.	LIQUIDATED DAMAGES .....	13
12.	NOTICES .....	13
13.	ARM'S LENGTH NEGOTIATIONS.....	14
14.	NO GUARANTY OF WORK .....	14
15.	NON EXCLUSIVITY .....	15
16.	CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH) .....	15
17.	SURVIVAL.....	15

## **EXHIBITS**

EXHIBIT A –	ADDITIONAL TERMS AND CONDITIONS
EXHIBIT B –	STATEMENT OF WORK
	ATTACHMENT I – JOB CLASSIFICATIONS, DUTIES, AND MINIMUM QUALIFICATIONS
	ATTACHMENT II – CONTRACT DISCREPANCY REPORT
	ATTACHMENT III – SHERIFF'S DEPARTMENT LISTING OF LOCATIONS AND ADDRESSES
EXHIBIT C –	PRICE SHEET – TEMPORARY PERSONNEL JOB CLASSIFICATIONS AND BILLABLE HOURLY RATES
EXHIBIT D -	SAMPLE WORK ORDER
EXHIBIT E -	CONTRACTOR'S EEO CERTIFICATION
EXHIBIT F1 –	CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT F2 -	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT G -	JURY SERVICE ORDINANCE
EXHIBIT H -	SAFELY SURRENDERED BABY LAW

## **RECITALS**

THIS MASTER AGREEMENT is entered into by and between the County of Los Angeles ("County") and [ ], a [ ] organized under the laws of [ ], located at [ ] ("Contractor"), to provide Temporary Personnel Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, Contractor is in the business of providing Temporary Personnel Services; and

WHEREAS, County, through the Department, desires to contract with Contractor for as-needed Temporary Personnel Services for the Department as further described herein; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence to provide such Temporary Personnel Services as further described in the Agreement; and

WHEREAS, this Master Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.4 and otherwise; and

WHEREAS, the County Board of Supervisors has authorized the Sheriff of the County of Los Angeles to execute this Master Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

### **1. MASTER AGREEMENT AND INTERPRETATION**

- 1.1 Master Agreement. This base document along with Exhibits A through K, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Master Agreement." This Master Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:



1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

Attachment I Job Classifications, Duties, and Minimum Qualifications

Attachment II Contract Discrepancy Report

Attachment III Sheriff's Department Listing of Locations and Addresses

1.2.3. Exhibit C – Price Sheet – Temporary Personnel Job Classifications and Billable Hourly Rates

1.2.4. Exhibit D – Sample Work Order

1.2.5. Exhibit E - Contractor's EEO Certification

1.2.6 Exhibit F1 - Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.7 Exhibit F2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.8 Exhibit G - Safely Surrendered Baby Law

1.2.9 Exhibit H - Jury Service Ordinance

1.2.10 Exhibit I - Defaulted Property Tax Reduction Program Ordinance

1.2.11 Exhibit J - Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

1.2.12 Exhibit K – Subsequent Executed Work Orders

1.3 Additional Terms and Conditions. Without limiting the generality of Sub-section 1.1 (Master Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Master Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Master Agreement refer to this Master Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples

are used in this Master Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Section headings used in the Master Agreement are for convenience only and are not a part of the Master Agreement and shall not be used in construing the Master Agreement. References in this Master Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Master Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## 2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Master Agreement.

- 2.1 "Amendment" has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.2 "Board" means the Los Angeles County Board of Supervisors.
- 2.3 "Business Days" means Monday through Friday, excluding County recognized holidays.
- 2.4 "Change Order" has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.5 "Contractor Project Manager" has the meaning set forth in Sub-section 4.1 (Contractor Project Manager).
- 2.6 "Contractor Assistant Project Manager" has the meaning set forth in Sub-section 4.2 (Contractor Assistant Project Manager).
- 2.7 "County" has the meaning set forth in the Recitals.
- 2.8 "County Counsel" means County's Office of the County Counsel.
- 2.9 "County Project Director" has the meaning set forth in Sub-section 3.1 (County Project Director).
- 2.10 "County Project Manager" has the meaning set forth in Sub-section 3.2 (County Project Manager).
- 2.11 "Department" has the meaning set forth in the Recitals.
- 2.12 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

- 2.13 "Hourly Rate" has the meaning set forth in Section 8 (Prices and Fees)
- 2.14 "Infringement Claims" has the meaning set forth in Section 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.15 "Initial Term" has the meaning set forth in Section 7 (Term).
- 2.16 "Jury Service Program" has the meaning set forth in Section 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.17 "Master Agreement" means generally County's standard agreement executed between County and individual Contractors, which sets forth the terms and conditions for the performance of all services provided under the agreement. Specifically, Master Agreement has the meaning set forth in Sub-section 1.1 (Master Agreement).
- 2.18 "Maximum Contract Sum" has the meaning set forth in Section 8 (Prices and Fees).
- 2.19 "Option Term" has the meaning set forth in Section 7 (Term).
- 2.20 "Qualified Contractor" means a contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ) Number 428-SH, has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with County.
- 2.21 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.22 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Master Agreement, together with all attachments thereto, as the same may be amended by any approved Change Order or Amendment.
- 2.23 "Term" has the meaning set forth in Section 7 (Term).
- 2.24 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Master Agreement, Exhibit B (Statement of Work), and all the Exhibits, and executed Change Orders and Amendments hereto.
- 2.25 "Work Order" means a subordinate agreement in the form of Exhibit D, Sample Work Order, executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Work Order and in accordance with Exhibit B (Statement of Work). No work shall be performed by Contractor except in accordance with validly executed Work Order.

### 3. ADMINISTRATION OF MASTER AGREEMENT – COUNTY

#### 3.1 County Project Director

3.1.1 "County Project Director" for this Master Agreement shall be the following person:

Assistant Director  
Los Angeles County Sheriff's Department  
Personnel Administration  
101 Centre Plaza Drive  
Monterey Park, California 91754  
(323) 981-5843

3.1.2 County will notify Contractor in writing of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Master Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

#### 3.2 County Project Manager

3.2.1 "County Project Manager" for this Master Agreement shall be the following person:

Head Departmental Personnel Technician  
Los Angeles County Sheriff's Department  
Personnel Administration  
101 Centre Plaza Drive  
Monterey Park, California 91754  
(323) 981-5852

Unless otherwise specifically noted, whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Sub-section 3.2.2.

3.2.2 County shall notify Contractor in writing of any change in the name or address of County Project Manager.

- 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall have the authority to issue and approve Work Orders, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by County.
- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.6 County Project Manager shall issue Contract Performance Discrepancy Report as soon as possible to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B (Statement of Work).
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Sub-section 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Sub-section 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Master Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Sub-section 3.3.
- 3.4 County Personnel. All County personnel assigned to this Master Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

#### **4. ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

##### **4.1 Contractor Project Manager**

- 4.1.1 "Contractor Project Manager" shall be the following person, who shall be a full-time employee of Contractor:

[ ]

- 4.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement.
- 4.1.3 During the Term of the Master Agreement, Contractor Project Manager shall be available to meet and confer with County, as necessary, in person or by phone.

4.1.4 Contractor Project Manager shall notify County in writing of any change in the name or address of Contractor Project Manager and/or Contractor's Assistant Project Manager.

4.1.5 Contractor Project Manager shall provide emergency contact information in the event of an emergency.

#### 4.2 Contractor Assistant Project Manager

4.2.1 "Contractor Assistant Project Manager" shall be the following person who shall be a full-time employee of Contractor:

[ ]

4.2.2 Contractor Assistant Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Subparagraph.

4.2.3 Contractor Assistant Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County, or as determined by County Project Manager.

4.2.4. Contractor shall notify County in writing of any change in the name or address of Contractor Assistant Project Manager.

#### 4.3 Approval of Contractor's Staff

4.3.1 County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, Contractor Project Manager, Contractor shall provide County with a resume of such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.

4.3.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

### 5. WORK

5.1 Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

- 5.2 Upon determination by County to request temporary personnel services, it is Department's intent to issue Work Orders to Qualified Contractors on a rotational basis; however, County Project Manager or designee has the sole discretion to issue a Work Order to any of the Qualified Contractors. Work Orders will generally be issued in accordance with Section 3.0 (Work Orders) of Exhibit B (Statement of Work).
- 5.3 If Contractor provides any task, deliverable, service, or other work to County (1) other than as specified in the Master Agreement, and/or (2) that utilizes other than the approved temporary personnel, and/or (3) that goes beyond the scope of work authorized in the Work Order, and/or (4) that exceeds the total maximum hours as specified in the Work Order, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 5.4 Contractor acknowledges that, subject to this Section 5 (Work), all Work performed under this Master Agreement is payable in arrears on a monthly basis, in accordance with the terms and conditions of this Master Agreement, including this Section 5 (Work), Section 8 (Prices and Fees), and Section 10 (Invoices and Payments).
- 5.5 All such Work must be provided solely as specified under this Master Agreement and in accordance with a fully executed Work Order and must receive the written approval of County Project Director and/or County Project Manager in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Project Director or his/her designee of such Work.
- 5.6 The Department reserves the right to add or delete temporary personnel job classifications throughout the Term of this Master Agreement in accordance with Section 6 (Change Orders and Amendments).

## **6. CHANGE ORDERS AND AMENDMENTS**

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Master Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments).

### **6.1 General**

County reserves the right to change any portion of the Work required under this Master Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, a Change Order shall

be executed by both the County Project Director and Contractor Project Manager.

- 6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be executed by Sheriff and Contractor.
- 6.1.3 For any change that materially affects the scope of Work, Term, period of performance, amount of payments, or any other term or condition included under this Master Agreement, then a written Amendment to this Master Agreement shall be executed by the Board and Contractor.
- 6.1.4 Notwithstanding Sub-section 6.1.3 above, for (1) any Option Term extension of the Master Agreement beyond the Initial Term pursuant to Sub-section 7.2 below, (2) any assignment of rights or delegation of duties pursuant to Section 38.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), and (3) any addition or deletion of Temporary Personnel Job Classifications set forth on Exhibit C (Price Sheet-Temporary Personnel Job Classifications and Billable Hourly Rates), a written Amendment to this Master Agreement shall be executed by Sheriff and Contractor.

## **7. TERM**

- 7.1 The Term of this Master Agreement shall commence upon the date of its execution by the Sheriff and shall terminate on [three (3) years from the date the Board approved the Model Master Agreement], unless terminated earlier in whole or in part, as provided in this Master Agreement (the "Initial Term").
- 7.2 The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Term, to extend the term of this Master Agreement for up to two (2) additional one (1) year periods, and six (6) months in any increment, (an "Option Term") for a total Master Agreement term not to exceed five (5) years and six (6) months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised in accordance with Sub-section 6.1.4 above.
- 7.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Sub-section 3.1.1.



## **8. PRICES AND FEES**

### **8.1 General**

The prices and fees for this Master Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Master Agreement and any fully executed Work Order according to Exhibit C (Price Sheet-Temporary Personnel Job Classifications and Billable Hourly Rates). Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement and pursuant to any fully executed Work Order.

### **8.2 Maximum Contract Sum**

In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures"), either expressly or by implication, shall not exceed the sum allocated in that fiscal year's budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the "Maximum Contract Sum."

### **8.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

## **9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS**

9.1 Notwithstanding any other provision of this Master Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A

(Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

## **10. INVOICES AND PAYMENTS**

### **10.1 Payments**

Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders.

### **10.2 Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of County Project Manager, as evidenced by County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders.

### **10.3 Details**

Each invoice submitted by Contractor shall include but shall not be limited to:

- A complete description of the tasks, services, or other Work performed in accordance with Exhibit B (Statement of Work) for which payment is claimed.

Each invoice shall also include the following:

- County Master Agreement Number
- Name(s) of persons who performed the work and job classification
- Name of Department's Unit where work is/was performed
- Copy of Time Slips signed by the Department's Unit Supervisor
- Copy of the Work Order
- Billable Hourly Rate(s)
- Billing Date
- Invoice Number
- Dates of service provided

- Total charges billed in accordance with Exhibit C (Price Sheet-Temporary Personnel Job Classifications and Billable Hourly Rates).

#### 10.4 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice to:

Los Angeles County Sheriff's Department  
 Personnel Services  
 101 Centre Plaza Drive  
 Monterey Park, CA 91754  
 Attention: Esmeralda Ramirez  
 Head Departmental Personnel Technician

Copy to: Los Angeles County Sheriff's Department  
 Accounts Payable Section – Contracts Billing  
 4700 Ramona Blvd., Room 326  
 Monterey Park, CA 91754

Contractor shall submit invoice by the 15<sup>th</sup> day of the month following the month worked.

#### 10.5 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

#### 10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

#### 10.7 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

### 11. LIQUIDATED DAMAGES

- 11.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed

and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County Project Director in a written notice describing the reasons for said action.

11.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that are correctable over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$50 dollars per day per infraction; and/or upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

11.3 The action noted in Sub-section 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

11.4 This Sub-section shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law, and shall not, in any manner, restrict or limit County's right to terminate the Master Agreement as agreed to herein.

## **12. NOTICES**

All notices or demands required or permitted to be given or made under this Master Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any

overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice to the other party in accordance with the procedures set forth above.

To County: (1) Los Angeles County Sheriff's Department  
Personnel Administration  
101 Centre Plaza Drive  
Monterey Park, CA 91754  
Attention: Esmeralda Ramirez  
Head Departmental Personnel Technician  
Facsimile: (323) 260-5296  
e-mail: [e4ramire@lasd.org](mailto:e4ramire@lasd.org)

with a copy to:

(2) Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Room 214  
Monterey Park, CA 91754-2169  
Attention: Susie Cousins, Assistant Director  
Facsimile: (323) 415-1069  
e-mail: [scousin@lasd.org](mailto:scousin@lasd.org)

To Contractor: [ ]  
Attention: [ ]  
Facsimile: [ ]  
e-mail: [ ]

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Master Agreement.

### **13. ARM'S LENGTH NEGOTIATIONS**

This Master Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Master Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

### **14. NO GUARANTY OF WORK**

This Master Agreement is intended to provide County with Temporary Personnel Services on an as-needed basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services, or any services at all during the Term of this Master Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

**15. NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources. The Department reserves the right to add Qualified Contractors during the Term of this Master Agreement.

**16.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit J in order to provide those services. County and Contractor therefore agree to the terms of Exhibit J, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

**17. SURVIVAL**

The following Sections of this Master Agreement shall survive its expiration or termination for any reason: 1. (Master Agreement and Interpretation), 2. (Definitions), 8. (Prices and Fees), 10. (Invoices and Payments), 12. (Notices), 13. (Arm's Length Negotiations), 16. (Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)), 17. (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
[ ]

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Master Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Master Agreement to be duly executed on its behalf by its authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Leroy D. Baca, Sheriff

Date \_\_\_\_\_

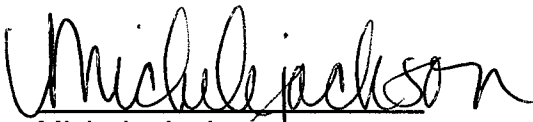
CONTRACTOR

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
COUNTY COUNSEL

By   
Michele Jackson  
Deputy County Counsel

# **EXHIBIT A**

## **ADDITIONAL TERMS AND CONDITIONS**

### **TEMPORARY PERSONNEL SERVICES**



**TABLE OF CONTENTS**  
(continued)

Page

22.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	24
23.0	HIRING OF EMPLOYEES.....	25
24.0	CONFLICT OF INTEREST.....	25
25.0	RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.....	25
26.0	TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE.....	26
27.0	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS .....	26
28.0	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.....	26
29.0	CONTRACTOR PERFORMANCE DURING CIVIL UNREST .....	26
30.0	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT .....	27
31.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	27
32.0	RECYCLED-CONTENT PAPER.....	28
33.0	COMPLIANCE WITH JURY SERVICE PROGRAM.....	28
34.0	BACKGROUND AND SECURITY INVESTIGATIONS.....	29
35.0	ACCESS TO COUNTY FACILITIES .....	30
36.0	DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.....	30
37.0	FEDERAL EARNED INCOME TAX CREDIT. ....	31
38.0	ASSIGNMENT BY CONTRACTOR.....	31
39.0	INDEPENDENT CONTRACTOR STATUS .....	31
40.0	RECORDS AND AUDITS.....	32
41.0	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES. ....	34

**TABLE OF CONTENTS**  
(continued)

Page

42.0	NO THIRD PARTY BENEFICIARIES.....	34
43.0	MOST FAVORED PUBLIC ENTITY .....	34
44.0	COUNTY'S QUALITY ASSURANCE PLAN .....	34
45.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	35
46.0	CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION) .....	35
47.0	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF MASTER AGREEMENT .....	35
48.0	SAFELY SURRENDERED BABY LAW .....	35
49.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	36
50.0	PUBLIC RECORDS ACT .....	36
51.0	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM .....	36
52.0	WAIVER .....	37
53.0	GOVERNING LAW, JURISDICTION, AND VENUE.....	37
54.0	SEVERABILITY .....	38
55.0	RIGHTS AND REMEDIES .....	38
56.0	NON-EXCLUSIVITY.....	38
57.0	FACSIMILE .....	38
58.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM .....	39
59.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM ..	39
60.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	40

**TABLE OF CONTENTS**  
(continued)

Page

61.0	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	40
62.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	40

## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Master Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in the base document of the Master Agreement.

#### **1.0 SUBCONTRACTING**

##### **1.1 General**

County has relied, in entering into the Master Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Master Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Master Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Master Agreement, upon which County may immediately terminate the Master Agreement.

##### **1.2 Procedure for Subcontracting**

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Master Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Master Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

- i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and
- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Sub-section 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgement and Confidentiality Agreement (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such subcontracts shall be delivered to the County Project Director on or immediately before the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

### 1.3 Contractor Responsibilities.

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Master Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Master Agreement and any executed Change Order or

Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

## **2.0 DISPUTE RESOLUTION PROCEDURE**

### **2.1 General**

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Master Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

### **2.2 Continued Work**

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

- 2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Master Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

## 2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Master Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Master Agreement and its rights and remedies as provided by law.

## 2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Sub-section 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

## 2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Master Agreement, County's right to terminate the Master Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Master Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall

not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

### **3.0 CONFIDENTIALITY**

#### **3.1 General**

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Master Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees and agents providing services hereunder of the confidentiality provisions of this Master Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1 to the Master Agreement) for each of its employees performing Work under the Master Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of



confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Master Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Master Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Master Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Master Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Sub-section 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Master Agreement, County shall not be obligated in any way under this Master Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 25.0 (Re-solicitation of Bids, Proposals, or Information).

#### 3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Master Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Master Agreement with County, provided that the requirements of this Sub-section 3.4 (Use of County Name) (other than the requirements set forth in Sub-section 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

#### 3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Master Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

### 4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Master Agreement immediately at any time following the occurrence of any of the following:

- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
  - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;
  - 4.1.3 The appointment of a receiver or trustee for Contractor; or
  - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Master Agreement, County may elect to retain its rights under the Master Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Master Agreement. The foregoing shall survive the termination or expiration of the Master Agreement for any reason whatsoever.

## **5.0 TERMINATION FOR DEFAULT**

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement; or
  - Contractor fails to timely provide and/or satisfactorily perform any service, or other work required either under this Master Agreement; or Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 5.2 In the event that County terminates this Master Agreement in whole or in part as provided in Sub-section 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-section.
- 5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## **6.0 TERMINATION FOR CONVENIENCE**

### **6.1 Termination for Convenience.**

The Master Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

### **6.2 No Prejudice; Sole Remedy**

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Master Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Sub-section 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

## **7.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or

through an intermediary, to any County officer, employee or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.0 INTENTIONALLY DELETED**

## **9.0 EFFECT OF TERMINATION**

### **9.1 Remedies**

In the event that County terminates the Master Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Master Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Master Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Master Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11.0 (Liquidated Damages), of the body of the Master Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Master Agreement to the extent not otherwise terminated.

## 9.2 Transition Services

Contractor agrees that in the event of any termination of the Master Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Master Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Sub-section 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Rate of Compensation) of the Master Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Master Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Sub-section 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

## 9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Master Agreement.

## 10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

- 10.2 For breach of this warranty, County shall have the right to terminate the Master Agreement and, in its discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **11.0 AUTHORIZATION WARRANTY**

Contractor and the person executing the Master Agreement on behalf of Contractor hereby represent and warrant that the person executing the Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

#### **12.0 FURTHER WARRANTIES**

In addition to the warranties elsewhere in this Master Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 12.1 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Master Agreement, including the Statement of Work.
- 12.2 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.3 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Master Agreement.

#### **13.0 INDEMNIFICATION AND INSURANCE**

##### **13.1 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

### **13.2 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 13.2 (General Provisions for All Insurance Coverage) and 13.3 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

#### **13.2.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.



Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department  
Attention: Contract Monitoring Manager  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **13.2.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **13.2.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **13.2.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **13.2.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **13.2.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **13.2.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **13.2.8 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

### **13.2.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### **13.2.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

### **13.2.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

### **13.2.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### **13.2.13 Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

### **13.2.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 13.3 Insurance Coverage

- 13.3.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 13.3.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 13.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. There shall be no exclusions for animal-related liability.

- 13.3.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **14.0 INTELLECTUAL PROPERTY INDEMNIFICATION**

- 14.1 Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Master Agreement (collectively in this Section 14.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 14.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Master Agreement, County shall be entitled to reimbursement for all such costs and expenses.
- 14.2 Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Master Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.
- 14.3 Remedial Acts.** If Contractor fails to complete the remedial measures in Subsection 14.2 above within forty-five (45) days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the Software or damages

or other costs or expenses (in this Sub-section 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Sub-section 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Master Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

## **15.0 BUDGET REDUCTIONS**

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by Contractor under this Master Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Master Agreement.

## **16.0 FORCE MAJEURE**

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Master Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

## **17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

- 17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Master Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the

period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

- 17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 17.9 These terms shall also apply to subcontractors of County Contractors.

## **18.0 COMPLIANCE WITH APPLICABLE LAW**

- 18.1 In the performance of this Master Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to



Contractor's indemnification obligations under this Section 18.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **19.0 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

#### **20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES**

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D, Contractor's EEO Certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

20.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Master Agreement, or under any project, program, or activity supported by the Master Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Master Agreement. All determinations of violations made pursuant to this Sub-section 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Sub-section 2.3 (Dispute Resolution Procedures).

- 20.6 The parties agree that in the event the Contractor violates the anti-discrimination provisions of the Master Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Master Agreement.

## **21.0 NONDISCRIMINATION IN SERVICES**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

## **22.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.
- 22.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Sub-section 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

## **23.0 HIRING OF EMPLOYEES**

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Master Agreement, in the event that: (a) County has the right to terminate the Master Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Master Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Sub-section 2.3 (Dispute Resolution Procedures) or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

## **24.0 CONFLICT OF INTEREST**

24.1 No County employee whose position with County enables such employee to influence the award of the Master Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Master Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Master Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 24.0 (Conflict of Interest) shall be a material breach of this Master Agreement.

## **25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION**

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Master Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Master Agreement.

County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

- 25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

#### **26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement.

#### **27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should Contractor require additional or replacement personnel after the Effective Date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Section, "GAIN") or General Relief Opportunity for Work (in this Section, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

#### **28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

#### **29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any

other provision of this Exhibit or the Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Master Agreement by Contractor, for which County may immediately terminate this Master Agreement.

**30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

**31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Master Agreement.

Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to Section 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

### **32.0 RECYCLED-CONTENT PAPER**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Master Agreement.

### **33.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

#### **33.1 Jury Service Program**

This Master Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this Master Agreement.

#### **33.2 Written Employee Jury Service Policy.**

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Section 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or

(b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Section 33.0 (Compliance with Jury Service Program). The provisions of this Section 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Section 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **34.0 BACKGROUND AND SECURITY INVESTIGATIONS**

34.1 At any time prior to or during the Term of this Master Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under this Master Agreement may be required to undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of County.

34.2 If a member of Contractor's staff does not pass the background investigation county may request that the member of Contractor's staff be immediately



removed from performing services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.

- 34.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 34.4 Disqualification of any member of Contractor's staff pursuant to this Section 34.0 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.
- 34.5 Contractor shall pre-screen and qualify all temporary personnel prior to submitting any referrals to County. Any expense associated with performing the pre-screening of temporary personnel shall be at the expense of Contractor, regardless if Contractor's temporary personnel are accepted or not by Department. Refer to Exhibit B, Statement of Work, Section 2.0, Pre-Screened Temporary Personnel.

#### **35.0 ACCESS TO COUNTY FACILITIES**

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director or County Project Manager or their designee, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

#### **36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

- 36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.
- 36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Master Agreement, County may deduct such costs from any amounts due to Contractor from County under the Master Agreement.

### **37.0 FEDERAL EARNED INCOME TAX CREDIT**

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at [www.irs.gov](http://www.irs.gov).

### **38.0 ASSIGNMENT BY CONTRACTOR**

- 38.1 Contractor shall not assign its rights or delegate its duties under the Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 38.1, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.
- 38.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Sub-section 38.1 of this Exhibit.
- 38.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of the Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **39.0 INDEPENDENT CONTRACTOR STATUS**

- 39.1 The Master Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be

construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

- 39.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 39.3 Contractor understands and agrees that all persons performing Work pursuant to the Master Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Master Agreement.
- 39.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality).

#### **40.0 RECORDS AND AUDITS**

- 40.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Master Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Master Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Master Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 40.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Master Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Master Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at

Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 40.2 If an audit is conducted of Contractor specifically regarding the Master Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Master Agreement.
- 40.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Master Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Master Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.
- 40.4 Failure on the part of Contractor to comply with any of the provisions of this Section 40.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Master Agreement.

#### **41.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Master Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Master Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

#### **42.0 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of the Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Master Agreement, except that this Section 42.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

#### **43.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term of this Master Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Master Agreement, then such lower prices shall be extended immediately to County.

#### **44.0 COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor's performance under the Master Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Master Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Master Agreement or impose other penalties as specified in the Master Agreement.

**45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

**46.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

**47.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF MASTER AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Master Agreement, after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

**48.0 SAFELY SURRENDERED BABY LAW**

**48.1 Notice to Employees**

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under this Master Agreement to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**48.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands

that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **49.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Contractor and County agree that, during the term of this Master Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **50.0 PUBLIC RECORDS ACT**

50.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 40.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

50.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **51.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

## **52.0 WAIVER**

No waiver by County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Master Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.

## **53.0 GOVERNING LAW, JURISDICTION, AND VENUE**

The Master Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees



and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

#### **54.0 SEVERABILITY**

If any provision of the Master Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Master Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Master Agreement fails of its essential purpose because of such deletion.

#### **55.0 RIGHTS AND REMEDIES**

The rights and remedies of County provided in any given Section, as well as throughout the Master Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Master Agreement, at law, or in equity.

#### **56.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **57.0 FACSIMILE**

Except for the parties initial signatures to the Master Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **58.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 58.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 58.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 58.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 58.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAC of this information prior to responding to a solicitation or accepting a contract award.

## **59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

**60.0 TERMINATION FOR NON APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Master Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

**61.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**62.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 61.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

\* \* \* \* \*

# **EXHIBIT B**

## **STATEMENT OF WORK**

### **TEMPORARY PERSONNEL SERVICES**

## TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK .....	1
2.0	PRE-SCREENED TEMPORARY PERSONNEL .....	1
3.0	WORK ORDERS .....	2
4.0	CONTRACTOR'S TEMPORARY PERSONNEL .....	4
5.0	HOURS/DAYS OF WORK .....	5
6.0	SPECIFIC WORK REQUIREMENTS.....	5
7.0	REQUIRED REPORTS.....	6
8.0	TIME SLIPS .....	7
9.0	CONTRACT DISCREPANCY REPORT .....	8
ATTACHMENT I	JOB CLASSIFICATIONS, DUTIES, AND MINIMUM QUALIFICATIONS	
ATTACHMENT II	CONTRACT DISCREPANCY REPORT	
ATTACHMENT III	SHERIFF'S DEPARTMENT LISTING OF LOCATIONS AND ADDRESSES	

## **APPENDIX B**

### **STATEMENT OF WORK (SOW)**

#### **1.0 SCOPE OF WORK**

The Los Angeles County Sheriff's Department (Department) requires the services of Contractor to provide an array of specialized temporary personnel classifications that include, but are not limited to, the following: Intermediate Clerk, Intermediate Typist Clerk, Secretary, Executive Secretary, Data Entry Clerk, Warehouse Worker, Internal Auditor, Senior Internal Auditor, Medical Records Technician, Diet Technician, Dietitian, Pharmacy Technician, and Pharmacist. Contractor shall provide experienced, specialized and certified/licensed (if applicable) professionals to provide temporary personnel services. Temporary personnel shall be used for any peak load, temporary absence, or emergency other than a labor dispute for a period not to exceed 90 business days or 720 working hours.

#### **2.0 PRE-SCREENED TEMPORARY PERSONNEL**

2.1 Contractor shall pre-screen and qualify all temporary personnel prior to submitting any referrals to Department. Documentation of the pre-screened temporary personnel must be on Contractor's letterhead/stationery. Contractor shall attach pre-screened documentation of the temporary personnel to the Work Order.

2.2 Any expense associated with performing the pre-screening of temporary personnel shall be at the expense of Contractor, regardless if Contractor's temporary personnel are accepted or not by Department.

2.3 Documentation of the pre-screened temporary personnel shall include, but not limited to the following:

- Evidence of age eighteen (18) years or older

- History of excessive alcohol consumption or abuse
- History of controlled substance use, abuse, possession, and/or sales
- Evidence of past or present criminal activity
- Conviction on felony or serious misdemeanor charges
- History or pattern of lying, deceit or deception
- Applicant's work habits and ability to perform duties required hereunder

### **3.0 WORK ORDERS**

3.1 Upon determination by County to request Temporary Personnel Services, it is County's intent to issue Work Orders to all Qualified Contractors on a rotational basis; however, the County Project Manager has the sole discretion to issue a Work Order to any of the Qualified Contractors.

Work Orders generally will be issued to Contractors in the following manner:

- Contractor will be selected on a rotational basis.
- Should a Contractor not be able to fulfill a Work Order, or should the temporary personnel assigned by Contractor be dismissed by County Project Manager or Contractor Project Manager, County Project Manager will proceed to the next Qualified Contractor on rotation.
- Upon receipt and completion of a Work Order, Contractor will not be eligible to receive a second Work Order within a single rotation, or until all Qualified Contractors have had an opportunity to complete a Work Order within a single rotation. The number of Qualified Contractors participating in a rotation may change at any time as new vendors become Qualified Contractors.

### Exceptions

- County Project Manager may select a Contractor out of rotation when only one or a limited number of Qualified Contractor(s) may be capable of providing the required job classifications in fulfillment of County's Temporary Personnel Services requirement.
- 3.2 Contractor shall pre-screen the temporary personnel, complete Section I of the Work Order and return the Work Order to the County Project Manager or designee with documentation of the pre-screened temporary personnel and the signed Contractor's Employee Acknowledgement and Confidentiality Agreement, Exhibit F1 and/or Contractor's Non-Employee Acknowledgement and Confidentiality Agreement, Exhibit F2, for each temporary personnel assigned to the Work Order. Contractor shall complete and return the Work Order no later than the date indicated on the Work Order or the date agreed upon by County Project Manager or designee and Contractor.
- 3.3 County Project Manager, upon completion of Section II of the Work Order, shall return a copy of the Work Order to Contractor indicating the start date, time, and assigned work location for the approved temporary personnel.
- 3.4 Work Orders shall be issued for any peak load, temporary absence, or emergency other than a labor dispute for a period not to exceed 90 business days or 720 working hours.
- 3.5 All work schedules will be listed on the Work Orders. County Project Manager or designee shall submit revised work schedules/Work Orders as needed.



#### **4.0 CONTRACTOR'S TEMPORARY PERSONNEL**

- 4.1 Contractor shall provide temporary personnel who meet the minimum qualification for the job classifications requested, including, but not limited to, the job classifications and minimum qualifications provided in Attachment I (Job Classifications, Duties, and Minimum Qualifications) to this SOW.
- 4.2 Temporary Personnel provided by Contractor shall be able and willing to work in a complex, fast paced, confidential, and high-pressured work environment, including working around County inmates.
- 4.3 Temporary personnel provided by Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.
- 4.4 Temporary personnel shall present a neat, businesslike appearance and behave in a professional manner.
- 4.5 Temporary personnel must be able to handle sensitive material and perform confidential duties as stated in Attachment I (Job Classifications, Duties, and Minimum Qualifications) to this SOW.
- 4.5 Training**
- Contractor shall be responsible for providing training to temporary personnel assigned to perform services under this Master Agreement.
- 4.6 Contractor's Office**
- Contractor shall, at its sole cost and expense, maintain an office with a telephone in the company's name where Contractor conducts business within County or a County contiguous to Los Angeles

County. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except County recognized holidays, by Contractor Project Manager and/or Contractor Assistant Project Manager. When the office is closed, an answering service shall be provided to receive calls. Contractor must provide County Project Manager with an email address, fax and telephone number that is accessible 24-hours.

## **5.0 HOURS/DAYS OF WORK**

Accepted temporary personnel shall be assigned to work at various facilities throughout Los Angeles County and may be required to work alternative working hours. Working days/hours are generally Monday through Friday, 8:30 a.m. until 5:00 p.m., excluding County recognized holidays. Working hours may vary, depending on the assigned work and work location. Contractor may be required to provide temporary personnel for 2<sup>nd</sup> Shift (Night Shift) working hours generally from 3:00 p.m. until 11:30 p.m.; and/or 3<sup>rd</sup> Shift (Early Morning Shift), working hours generally from 11:00 p.m. until 6:30 a.m. Under certain circumstances, temporary personnel may be required to work holidays and weekends.

## **6.0 SPECIFIC WORK REQUIREMENTS**

- 6.1 Contractor Project Manager or Contractor Assistant Project Manager shall provide the most qualified temporary personnel based on education, work experience, certification/license, background, potential abilities, interpersonal skills, and aptitude.
- 6.2 Referred temporary personnel must be able to perform the duties of the job classification.
- 6.3 Contractor Project Manager or Contractor Assistant Project Manager shall appoint and place the qualified pre-screened temporary personnel to temporary work assignments.

- 6.4 Contractor Project Manager or Contractor Assistant Project Manager shall monitor and supervise assigned temporary personnel's performance and delivery of the required services.
- 6.5 Contractor Project Manager or Contractor Assistant Project Manager shall follow-up with County Project Manager to ensure the services rendered met the work requirements.
- 6.6 Contractor shall provide written notification to County Project Manager prior to any change of Contractor Project Manager or Contractor Assistant Project Manager, and shall comply with the requirements of Section 4.3 of the Master Agreement.
- 6.7 Contractor shall modify its invoice process, if necessary, to make it compatible to the Department's invoicing system as required in Section 10.3 of the Master Agreement.

## **7.0 REQUIRED REPORTS**

- 7.1 A Temporary Services Recap Report shall be provided by Contractor to County Project Manager no later than ten (10) calendar days after the end of each calendar month. The Temporary Services Recap Report shall be sorted in alphabetical order by Department Unit name and list the following information:
- Type of services rendered
  - Name(s) of employee(s) providing service
  - Total hours worked for the month
  - An up-to-date total number of hours temporary personnel under this Master Agreement has worked
- 7.2 Contractor shall provide the following quarterly and annual reports to County Project Manager:
- 7.2.1 Number of billable hours serviced, including the following:
- Names of temporary personnel assigned

- Location of work assignment
- Type of service rendered

7.2.2 Number of complaints received from County Project Manager, including the following:

- Reason for complaint
- Resolution of complaint
- Date of complaint
- Date complaint was rectified

7.2.3 Number of personnel replaced by Contractor at request of County Project Manager, including the following:

- Type of services being rendered
- Name of Department Unit that services were requested

## **8.0 TIME SLIPS**

8.1 Contractor temporary personnel shall provide individual weekly time slips to Department Unit where temporary personnel are assigned. The weekly time slip period shall commence Sunday through Saturday. All time slips must list the following information:

- Department Unit of work assignment and location
- Dates of requested services
- Temporary personnel's last and first name
- Date of each work day within the week
- Start and end time of hours worked
- Total number of hours worked for each day
- Description of services performed
- Name of Department Unit's Temporary Personnel Supervisor
- Department Unit's Temporary Personnel Supervisor's signature, validating accuracy of hours worked

8.2 The weekly time slips shall be signed by the Department Unit's Temporary Personnel Supervisor and attached to Department Unit's

sign-in sheet. Department Unit's Temporary Personnel Supervisor shall forward the Contractor's time slip and Department Unit sign-in sheet to County Project Manager weekly. Contractor will not be paid for any work where the time slip is not signed by the Department Unit's Temporary Personnel Supervisor.

8.3 Contractor shall maintain an individual weekly time log for temporary personnel assigned to County until the end of the service date or termination of the employee.

8.4 Contractor shall attach a copy of the time slips for the month to the monthly invoice when submitting the invoice.

#### **9.0 CONTRACT DISCREPANCY REPORT – ATTACHMENT II TO SOW**

9.1 Verbal notification of a contract discrepancy will be made to Contractor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

9.2 County Project Manager will determine whether a formal Contract Discrepancy Report, Attachment II to this SOW, shall be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County Project Manager within ten (10) Business Days.

# **ATTACHMENT I**

## **JOB CLASSIFICATIONS, DUTIES AND MINIMUM QUALIFICATIONS**

**TEMPORARY PERSONNEL SERVICES**  
**JOB CLASSIFICATIONS, DUTIES, AND MINIMUM QUALIFICATIONS**

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS
Intermediate Clerk	<p>Duties - Performs specialized clerical work. Checks documents for completeness, accuracy, and compliance with legal and other requirements. Acts as special receptionist or counter clerk.</p> <p>Minimum Qualifications - Six months office clerical experience</p>
Intermediate Typist Clerk	<p>Duties - Performs skilled typing and specialized clerical work. Typewrites complex charts, forms, statistical and similar documents from rough draft requiring skill in arranging tabular material, setting up forms and extreme accuracy in typing. Acts as special receptionist or counter clerk.</p> <p>Minimum Qualifications - Six months clerical experience and ability to type at the rate of 40 net words per minute.</p>

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS
Secretary	<p>Duties – Replies to correspondence with or without dictation. Screens office telephone calls, and personally takes care of calls which do not require the attention of the supervisor. Schedule appointments and arranges conferences and meetings for supervisor. Prepare inter-office notices, bulletins and memoranda, with or without dictation.</p> <p>Minimum Qualifications – One year of highly specialized office clerical experience key boarding using a computer or typewriter. Ability to type 40 net words per minute and dictation rate of 80 words per minute.</p>
Executive Secretary	<p>Duties - Replies to personal and other correspondence, composing letters with or without dictation. Screen office and telephone callers, meets the public, makes appointments and arranges conferences and speaking engagements. Takes care of day-to-day inquires or problems wherever possible. Maintain office files and records, including those of a confidential nature.</p> <p>Minimum Qualifications - Ability to type 40 net words per minute and dictation rate of 80 words per minute.</p>



JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS
Data Control Clerk (Formerly Data Entry Clerk)	<p>Duties - Performs a full range of specialized clerical control duties in totaling and submitting input source documents to a computer and receiving and balancing computer output reports in accordance with control procedures. May operate a computer terminal to input source document information and batch totals, and to receive and verify computer-developed batch totals.</p> <p>Minimum Qualifications - One year office clerical experience involving data control, bookkeeping, financial or statistical work.</p>
Senior Auditor	<p>Duties – Performs work under minimal supervision, conducts audits of various departments and locations to verify the accuracy of records, compliance with prescribed plans, policies and procedures, and accurate accountability for physical and financial assets. Possess and applies a broad knowledge of auditing principles, practices and procedures. Prepares audit reports and possess latitude to make un-reviewed decisions or actions.</p> <p>Minimum Qualifications: A bachelor's degree in accounting or related field and a minimum of three to five years audit experience.</p>

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS
Medical Record Technician	<p>Duties - Code and audit patient medical records in accordance with established numerical coding systems and special hospital codes. Checks patient medical files for completeness, consistency, and compliance with hospital regulations, assuring that all relevant medical records are included in each patient's file. Reviews narrative records of patient treatments and surgical procedures to determine what information is appropriate for coding purposes and prepares case-abstracts.</p> <p>Minimum Requirements - Certification as an Accredited Medical Records Technician by the American Medical Record Association.</p>
Dietitian	<p>Duties - Plans and provides nutritional care to patients by interpreting and adapting physician prescribed diets to individual needs and preferences and counsels patients about their food requirements, eating habits and the essentials of nutrition and motivates patients to maintain their diets. Calculates quantity of each food serving necessary to provide a nutritionally balanced diet compatible with physician's diagnosis.</p> <p>Minimum Qualifications - Certified as a Registered Dietitian by the American Dietetic Association</p>

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS
Diet Technician	<p>Duties: Assist Dietitian in screening patients within 72 hours of admission. Complete nutrition screening. Ensure prescribed diets are correctly implemented by monitoring tray line for therapeutic diets. Interview patients for their diet history and food changes.</p> <p>Minimum Qualifications – Completion of an Associate Degree from an approved American Dietetic Association. Certified as a Registered Dietetic Technician by the American Dietetic Association or Bachelor of Science Degree in Nutrition and Dietetics.</p>
Pharmacist	<p>Duties – Provide expert information to physicians, patients, and others regarding drugs and other pharmaceuticals. Replenishment of drugs, with support and maintenance of pharmacy automation to ensure proper functioning and operation. Screens prescription and medication orders for completeness, proper authorization, dosage and quantity, therapeutic compatibility, drug interactions, and allergies. Clarifies possible problems with appropriate medical staff. Supervises the operation of drug distribution systems including the maintenance of appropriate controls. Notes and reports quality deficiencies of drug products; ensures that pharmaceuticals are properly ordered, stored, and protected from deterioration. Provides technical supervision to nonprofessional and support personnel in the performance of a variety of pharmacy duties.</p> <p>Minimum Qualifications – A license to practice as a Registered Pharmacist issued by the California State Board of Pharmacy.</p>

**ATTACHMENT II**

**CONTRACT DISCREPANCY REPORT**

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:      Prepared by County: \_\_\_\_\_      Received by Contractor: \_\_\_\_\_  
                 Returned by Contractor: \_\_\_\_\_  
                 Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative      Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative      Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative      Date

COUNTY ACTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:  
County Representative's Signature and Date \_\_\_\_\_  
  
Contractor Representative's Signature and Date \_\_\_\_\_

## **ATTACHMENT III**

### **SHERIFF'S DEPARTMENT LISTING OF LOCATIONS AND ADDRESSES**

**LISTING OF SHERIFF'S  
DEPARTMENT LOCATIONS**

**ATTACHMENT III**

**STATION ADDRESSES**

**Altadena Station (ALD)**

780 E. Altadena Dr.  
Altadena, CA 91001  
(626) 798-1131  
(626) 798-5244 Fax

**Avalon Station (AVA)**

215 Sumner Ave.  
P.O. Box 1551  
Avalon, CA 90704  
(310) 510-1962  
(310) 510-2994 Fax

**Carson Station (CAS)**

21356 S. Avalon Blvd  
Carson, CA 90745  
(310) 830-1123  
(310) 522-0118 Fax

**Century Station (CEN)**

11703 S. Alameda St.  
Lynwood, CA 90262  
(323) 567-8121  
(323) 357-5083 Fax

**Cerritos Station**

18135 Bloomfield Ave.  
Cerritos, CA 90703  
(562) 860-0044  
(562) 916-1379 Fax

**Compton Station (CPT)**

301 S. Willowbrook Ave.  
Compton, CA 90220  
(310) 605-6500  
(310) 76-9318 Fax

**Crescenta Valley Station (CVS)**

4554 N. Briggs Ave.  
La Crescenta, CA 91214  
(818) 248-3464  
(818) 249-2791fax

**East Los Angeles Station (ELA)**

5019 E. 3rd St.  
Los Angeles, CA 90022  
(323) 264-4151  
(323) 267-6379 fax

**Industry Station (IDT)**

150 N. Hudson Ave.  
City of Industry, CA 91744  
(626) 330-3322 or  
(909) 595-3649  
(626) 333-9154 Fax

**Lakewood Station (LKD)**

5130 N. Clark Ave.  
Lakewood, CA 90712  
(562) 866-9061  
(562) 925-3865 Fax

**Lancaster Station (LCS)**

501 W. Lancaster Blvd  
Lancaster, CA 93534  
(661) 948-8466  
(661) 723-2438 Fax

**South Los Angeles Station**

1310 W. Imperial Highway  
Los Angeles, CA 90044  
(323) 820-6700  
(323) 779-7911 Fax

**Lomita Station (LMT)**

26123 S. Narbonne Ave.  
Lomita, CA 90717  
(310) 539-1661  
(310) 534-0318 Fax

**Malibu-Lost Hills Station (LHS)**

27050 Agoura Rd  
Calabasas, CA 91301  
(818) 878-1808  
(818) 880-5209 Fax

**Marina del Rey Station (MDR)**

13851 Fiji Way  
Marina del Rey, CA 90292  
(310) 823-7762  
(310) 574-3296 Fax

**Norwalk Station (NWK)**

12335 Civic Center Dr.  
Norwalk, CA 90650  
(562) 863-8711  
(562) 864-1817 Fax

**Palmdale Station (PLM)**

1020 E. Palmdale Blvd  
Palmdale, CA 93550  
(661) 267-4300  
(661) 272-0919 Fax

**Pico Rivera Station (PRV)**

6631 S. Passons Blvd  
Pico Rivera, CA 90660  
(562) 949-2421  
(562) 949-5957 Fax

**San Dimas Station (SDM)**

122 N. San Dimas Ave.  
San Dimas, CA 91773  
(626) 332-1184  
or (909) 599-1261  
(909) 599-7312 Fax

**Santa Clarita Valley Station (SCT)**

23740 W. Magic Mountain Parkway  
Valencia, CA 91355  
(661) 255-1121  
(661) 287-3641 Fax

**Temple Station (TEM)**

8838 E. Las Tunas Dr.  
Temple City, CA 91780  
(626) 285-7171  
(626) 286-4342 Fax

**Walnut/Diamond Bar Station (WAL)**

21695 E. Valley Blvd  
Walnut, CA 91789  
(626) 913-1715 or  
(909) 595-2264  
(909) 594-3169 Fax

**West Hollywood Station (WHD)**

720 N. San Vicente Blvd  
West Hollywood, CA 90069  
(310) 855-8850  
(310) 659-4589 Fax

**CORRECTIONAL/CUSTODY**

**Correctional Services Division HQ**

Twin Towers Correctional Facility  
450 Bauchet St  
Los Angeles, CA 90012  
(213) 893-5017

**Food Services**

450 Bauchet St.  
Los Angeles, CA 90012  
(213) 893-5109

**Offender Services Bureau**

450 Bauchet St.  
Los Angeles, CA 90012  
(213) 893-5882

**Medical Services Bureau**

450 Bauchet St.  
Los Angeles, CA 90012  
(213) 893-5460

**Inmate Reception Center**

450 Bauchet St.  
Los Angeles, CA 90012  
(213) 893-5165

**Transportation Bureau**

441 Bauchet St.  
Los Angeles, CA 90012  
(213) 974-4561

**Custody Operations Division HQ**

450 Bauchet St.  
Los Angeles, CA 90012  
(213) 893-5030

**Men's Central Jail**

441 Bauchet St.  
Los Angeles, CA 90012  
(213) 974-4911

**Pitchess Detention Center  
East Facility**

29310 The Old Road  
Castaic, CA 91384-2905  
(661) 257-8812

**Pitchess Detention Center  
North Facility**

29320 The Old Road  
Castaic, CA 91384-2905  
(661) 295-8092

**Mira Loma Detention Center**

45100 60th St. W.  
Lancaster, CA 93536  
(661) 949-3801

**North County Correctional Facility**

29340 The Old Road  
Castaic, CA 91384-2905  
(661) 295-7969

**Century Regional Detention Facility**

11705 S. Alameda Street  
Lynwood, CA 90262  
(323) 357-5131

**Pitchess Detention Center,  
South Facility**

29330 The Old Road  
Castaic, CA 91384-2905  
(661) 257-8822



## COURTS

### **Court Services Division**

#### **Headquarters**

Building A9 East - 5<sup>th</sup> Floor South  
1000 S. Fremont Avenue, Box 9  
Alhambra, CA 91803  
(626) 300-3100

### **Judicial Services**

#### **Court Services Division**

Building A9 East - 5<sup>th</sup> Floor South  
1000 S. Fremont Avenue, Box 9  
Alhambra, CA 91803  
(626) 300-3106

### **Court Services Central Bureau**

Stanley Mosk Courthouse  
111 N. Hill St., Room 525  
Los Angeles, CA 90012  
(213) 974-6371

### **Central Process**

110 N. Grand Ave, Room 525  
Los Angeles, CA 90012  
(213) 974-6613

### **Civil Court West**

600 S. Commonwealth Ave  
Los Angeles, CA 90005  
(213) 351-8540

### **Stanley Mosk County Courthouse**

111 N. Hill St., Room 628B  
Los Angeles, CA 90012  
(213) 974-4809

### **Hollywood Court**

5925 Hollywood Blvd  
Los Angeles, CA 90028  
(323) 856-5731

### **Metropolitan Court**

1945 S. Hill St.  
Los Angeles, CA 90007  
(213) 744-4101

### **Central Arraignment Court**

429 Bauchet St.  
Los Angeles, CA 90012  
(213) 974-6281

### **Clara Shortridge Foltz Criminal Court**

210 W. Temple St.  
Los Angeles, CA 90012  
(213) 974-4851

### **Court Services East Bureau**

Downey Municipal Court  
7500 E. Imperial Hwy  
Downey, CA 90242  
(562) 803-7158

### **Compton Court**

200 W. Compton Blvd  
Compton, CA 90220  
(310) 603-7422

### **Kenyon Juvenile Justice Center**

7625 S. Central  
Los Angeles, CA 90001  
(323) 586-6056

### **Bellflower Court**

10025 E. Flower St.  
Bellflower, CA 90706  
(562) 804-8055

### **Downey Court**

7500 E. Imperial Hwy  
Downey, CA 90241  
(562) 803-7149

### **East Los Angeles Court**

214 S. Fetterly Ave.  
East Los Angeles, CA 90022  
(323) 780-2026

### **Huntington Park Court**

6548 Miles Ave.  
Huntington Park, CA 90255  
(323) 586-6344

### **Los Padrinos Juvenile Court**

7281 E. Quill Dr.  
Downey, CA 90242  
(562) 940-8861

### **Norwalk Court**

12720 Norwalk Blvd  
Norwalk, CA 90650  
(562) 807-7283

### **Whittier Court**

7339 S. Painter Ave.  
Whittier, CA 90602  
(562) 907-3171

### **Burbank Court**

300 E. Olive St.  
Burbank, CA 91502  
(818) 557-3490

### **Eastlake Juvenile Court**

1601 Eastlake Ave.  
Los Angeles, CA 90031  
(323) 226-8590

### **Edelman Children's Court**

201 Centre Plaza Dr.  
Monterey Park, CA 91754  
(323) 526-6030

### **Glendale Court**

600 E. Broadway  
Glendale, CA 91205  
(818) 500-3570

### **Mental Health Dept. 95**

1150 N. San Fernando Rd  
Los Angeles, CA 90065  
(323) 226-2926

### **Pasadena Court**

300 E. Walnut St.  
Pasadena, CA 91101  
(626) 356-5555

### **Alhambra Court**

150 W. Commonwealth Ave.  
Alhambra, CA 91801  
(626) 308-5222

### **El Monte Court**

11234 E. Valley Blvd  
El Monte, CA 91731  
(626) 575-4180

### **Pomona North Court**

350 W. Mission Blvd  
Pomona, CA 91766  
(909) 620-3230

### **Pomona South Court**

400 Civic Center Plaza  
Pomona, CA 91766  
(909) 620-3266

### **West Covina Court**

1427 W. Covina Parkway  
West Covina, CA 91790  
(626) 813-3255

COURTS (CONT.)

**Court Services West Bureau**

Chatsworth Court  
9425 Penfield Avenue, Room 1112  
Chatsworth, CA 91311  
(818) 576-8857

**Culver City Court**

4130 Overland Ave.  
Culver City, CA 90230  
(310) 202-3120

**Inglewood Court**

1 Regent St.  
Inglewood, CA 90301  
(310) 419-5625

**Inglewood Juvenile Court**

110 Regent St.  
Inglewood, CA 90301  
(310) 419-5277

**Los Angeles Airport Court**

11701 S. La Cienega Blvd, Room 218  
Los Angeles, CA 90045  
(310) 727-6181

**Redondo Beach Court**

117 W. Torrance Blvd  
Redondo Beach, CA 90277  
(310) 798-6896

**Torrance Court**

825 Maple Ave.  
Torrance, CA 90503  
(310) 222-3345

**Beverly Hills Court**

9355 Burton Way  
Beverly Hills, CA 90210  
(310) 288-1282

**West Los Angeles Court**

1633 Purdue Ave.  
Los Angeles, CA 90025  
(310) 312-6509

**Malibu Court**

23525 Civic Center Way  
Malibu, CA 90265  
(310) 317-1322

**Santa Monica Court**

1725 Main St.  
Santa Monica, CA 90401  
(310) 260-3816

**Van Nuys - West Wing**

14400 Erwin St. Mall  
Van Nuys, CA 91401  
(818) 374-2511

**Van Nuys - East Wing**

6230 Sylmar Ave.  
Van Nuys, CA 91401  
(818) 374-2121

**Avalon (Catalina) Court**

215 Sumner Ave.  
Avalon, CA 90704  
(310) 510-0026

**Long Beach Court**

415 W. Ocean Blvd #407  
Long Beach, CA 90802  
(562) 590-3622

**San Pedro Court**

505 S. Centre St.  
San Pedro, CA 90731  
(310) 519-6026

**Michael D. Antonovich**

**Antelope Valley Court**  
42011 4<sup>th</sup> St. West  
Lancaster, CA 93534  
(661) 974-7800

**Chatsworth Court**

9425 Penfield Ave.  
Chatsworth, CA 91311  
(818) 576-8777

**Lancaster Juvenile Court**

1040 West Avenue J  
Lancaster, CA 93534  
(661) 945-6304

**Santa Clarita Court**

23747 W. Valencia Blvd  
Valencia, CA 91355  
(661) 253-7334

**North Valley /San Fernando Court**

900 Third St. #15  
San Fernando, CA 91340  
(818) 898-2436

**Sylmar Juvenile Court**

16350 Filbert St.  
Sylmar, CA 91342  
(818) 364-2101

## MISCELLANEOUS

### **Administrative Services Division**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5488

### **Aero Bureau**

3235 Lakewood Blvd  
Long Beach, CA 90808  
(562) 421-2701

### **Bureau of Compliance**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5131

### **CLEPP**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5015

### **Commercial Crimes Bureau**

STARS Center  
11515 S. Colima Rd  
Whittier, CA 90604  
(562) 946-7201

### **Communications & Fleet Management Bureau**

1277 N. Eastern Ave.  
Los Angeles, CA 90063  
(323) 267-2501

### **Community College Bureau**

Los Angeles City College  
855 N. Vermont Ave, Room AD-115  
Los Angeles, CA 90029  
(323) 669-7555

### **East Los Angeles College**

1301 Avenida Cesar Chavez, Room B5-104  
Monterey Park, CA 91754  
(323) 265-8800

### **Harbor College**

1111 Figueroa Pl  
Wilmington, CA 90744  
(310) 830-4030

### **Los Angeles City College**

855 N. Vermont Ave, Room AD-115  
Los Angeles, CA 90029  
(323) 662-5276

### **Mission College**

13356 Eldridge Ave,  
Facilities Service Bldg  
Sylmar, CA 91342  
(818) 364-7843

### **Pierce College**

6201 Winnetka Ave, Bldg 53  
Woodland Hills, CA 91371  
(818) 710-4311

### **Southwest College**

1600 Imperial Hwy  
(Cox Library Bldg)  
Los Angeles, CA 90047  
(323) 241-5311

### **Trade-Tech College**

400 W. Washington Blvd, Room D-150  
Los Angeles, CA 90015  
(213) 744-9415

### **Valley College**

5800 Fulton Ave, Bungalow 59  
Valley Glen, CA 91401  
(818) 947-2911

### **West Los Angeles College**

4800 Freshman Dr, Room A-9  
Culver City, CA 90230  
(310) 287-4314

### **Contract Law Enforcement Bureau**

Sheriff's Dept. Headquarters  
4700 Ramona Blvd  
Monterey Park, CA 91754-2169  
(323) 526-5737

### **Custody Operations Division**

Twin Towers Correctional Facility  
450 Bauchet St.  
Los Angeles, CA 90012  
(213) 893-5001

### **Data Systems Bureau**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(562) 465-7901

### **Detective Division**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5165

### **Emergency Operations Bureau**

1275 N. Eastern Avenue  
Los Angeles, CA 90063  
(323) 980-2201

### **Employee Relations**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5085

### **Employee Support Services Bureau**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(213) 738-4500

### **Facilities Planning Bureau**

Building A9East - 5<sup>th</sup> Floor South  
1000 S. Fremont Avenue, Box 36  
Alhambra, CA 91803  
(626) 300-3040

### **Facilities Services Bureau**

1000 S. Fremont Avenue  
Alhambra, CA 91803  
(626) 300-3040

### **Family Crimes Bureau**

STARS Center  
11515 S. Colima Rd  
Whittier, CA 90604  
(562) 946-7901

**Field Operations Region I**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5126

**Field Operations Region II**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5100

**Field Operations Region III**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5712

**Fiscal Administration**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5205

**Homicide Bureau**

4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 890-5512

**Internal Affairs Bureau**

4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 890-5300

**Internal Criminal Investigations Bur.**

4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 890-5451

**Leadership and Training Division**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5365

**Major Crimes Bureau**

STARS Center  
11515 S. Colima Rd  
Whittier, CA 90604  
(562) 946-7010

**Central Property & Evidence**

14205 Telegraph Rd.  
Whittier, CA 90604  
(562) 946-7218

**Metrolink Bureau**

(see Transit Services Bureau)

**Narcotics Bureau**

STARS Center  
11515 S. Colima Road  
Whittier, CA 90604  
(562) 946-7101

**Office of Homeland Security**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 526-5755

**Operations Bureau**

MCJ Trailer  
441 Bauchet Street  
Los Angeles, CA  
(213) 974-4251

**Personnel Administration**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 981-5843

**Professional Development Bureau**

STARS Center  
11515 S. Colima Road  
Whittier, CA 90604  
(562) 946-7899

**Records & Identification Bureau**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(562) 465-7800

**Reserve Forces Bureau**

STARS Center  
11515 S. Colima Road  
Whittier, CA 90604  
(562) 946-7843

**Risk Management Bureau**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(323) 890-5381

**Central Supply & Logistics Unit**

14201 Telegraph Rd.  
Whittier, CA 90604  
(562) 946-7092

**Operation Safe Streets Bureau**

3010 E. Victoria St.  
Rancho Dominguez, CA 90221  
(310) 603-3100

**Scientific Services Bureau**

2020 W. Beverly Blvd  
Los Angeles, CA 90057  
(213) 989-5000

**Sheriff's Headquarters Bureau**

4700 Ramona Blvd  
Monterey Park, CA 91754-2169  
(323) 526-5550

**Special Enforcement Bureau**

1060 N. Eastern Ave  
Los Angeles, CA 90063  
(323) 881-7800

**STAR Unit**

STARS Center  
11515 S. Colima Road  
Whittier, CA 90604  
(562) 946-7263

**Taskforce for Regional Autotheft Prevention**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(626) 572-5612

**Technical Services Division**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(562) 466-5268

**Training Bureau**

STARS Center  
11515 S. Colima Rd  
Whittier, CA 90604  
(562) 946-7801

**Transit Services Bureau**

Sheriff's Dept. Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
(213) 922-3560

05/06/11

**EXHIBIT C**

**PRICE SHEET**

**JOB CLASSIFICATIONS AND  
BILLABLE HOURLY RATES**

CONTRACTOR: \_\_\_\_\_

**EXHIBIT C – PRICE SHEET**

**TEMPORARY PERSONNEL SERVICES  
JOB CLASSIFICATIONS AND BILLABLE HOURLY RATES**

<b>JOB CLASSIFICATIONS</b>	<b>DUTIES AND MINIMUM QUALIFICATIONS</b>	<b>DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY</b>	<b>2<sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm</b>	<b>3<sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am</b>
Intermediate Clerk	Duties - Performs specialized clerical work. Checks documents for completeness, accuracy, and compliance with legal and other requirements. Acts as special receptionist or counter clerk.  Minimum Qualifications - Six months office clerical experience			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm - 11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Intermediate Typist Clerk	<p>Duties - Performs skilled typing and specialized clerical work. Typewrites complex charts, forms, statistical and similar documents from rough draft requiring skill in arranging tabular material, setting up forms and extreme accuracy in typing. Acts as special receptionist or counter clerk.</p> <p>Minimum Qualifications - Six months clerical experience and ability to type at the rate of 40 net words per minute.</p>			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Secretary	<p>Duties – Replies to correspondence with or without dictation. Screens office telephone calls, and personally takes care of calls which do not require the attention of the supervisor. Schedule appointments and arranges conferences and meetings for supervisor. Prepare inter-office notices, bulletins and memoranda, with or without dictation.</p> <p>Minimum Qualifications – One year of highly specialized office clerical experience key boarding using a computer or typewriter. Ability to type 40 net words per minute and dictation rate of 80 words per minute.</p>			



JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Executive Secretary	<p>Duties - Replies to personal and other correspondence, composing letters with or without dictation. Screen office and telephone callers, meets the public, makes appointments and arranges conferences and speaking engagements. Takes care of day-to-day inquiries or problems wherever possible. Maintain office files and records, including those of a confidential nature.</p> <p>Minimum Qualifications - Ability to type 40 net words per minute and dictation rate of 80 words per minute.</p>			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Data Control Clerk (Formerly Data Entry Clerk)	<p>Duties - Performs a full range of specialized clerical control duties in totaling and submitting input source documents to a computer and receiving and balancing computer output reports in accordance with control procedures. May operate a computer terminal to input source document information and batch totals, and to receive and verify computer-developed batch totals.</p> <p>Minimum Qualifications - One year office clerical experience involving data control, bookkeeping, financial or statistical work.</p>			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm - 11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Senior Auditor	<p>Duties – Performs work under minimal supervision, conducts audits of various departments and locations to verify the accuracy of records, compliance with prescribed plans, policies and procedures, and accurate accountability for physical and financial assets. Possess and applies a broad knowledge of auditing principles, practices and procedures. Prepares audit reports and possess latitude to make un-reviewed decisions or actions.</p> <p>Minimum Qualifications: A bachelor's degree in accounting or related field and a minimum of three to five years audit experience.</p>			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm - 11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Medical Record Technician	<p>Duties - Code and audit patient medical records in accordance with established numerical coding systems and special hospital codes. Checks patient medical files for completeness, consistency, and compliance with hospital regulations, assuring that all relevant medical records are included in each patient's file. Reviews narrative records of patient treatments and surgical procedures to determine what information is appropriate for coding purposes and prepares case-abstracts.</p> <p>Minimum Requirements - Certification as an Accredited Medical Records Technician by the American Medical Record Association.</p>			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm - 11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Dietitian	<p>Duties - Plans and provides nutritional care to patients by interpreting and adapting physician prescribed diets to individual needs and preferences and counsels patients about their food requirements, eating habits and the essentials of nutrition and motivates patients to maintain their diets. Calculates quantity of each food serving necessary to provide a nutritionally balanced diet compatible with physician's diagnosis.</p> <p>Minimum Qualifications - Certified as a Registered Dietitian by the American Dietetic Association</p>			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Diet Technician	<p>Duties: Assist Dietitian in screening patients within 72 hours of admission. Complete nutrition screening. Ensure prescribed diets are correctly implemented by monitoring tray line for therapeutic diets. Interview patients for their diet history and food changes.</p> <p>Minimum Qualifications – Completion of an Associate Degree from an approved American Dietetic Association. Certified as a Registered Dietetic Technician by the American Dietetic Association or Bachelor of Science Degree in Nutrition and Dietetics.</p>			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Pharmacist	<p>Duties – Provide expert information to physicians, patients, and others regarding drugs and other pharmaceuticals. Replenishment of drugs, with support and maintenance of pharmacy automation to ensure proper functioning and operation. Screens prescription and medication orders for completeness, proper authorization, dosage and quantity, therapeutic compatibility, drug interactions, and allergies. Clarifies possible problems with appropriate medical staff. Supervises the operation of drug distribution systems including the maintenance of appropriate controls.</p> <p>(Continue on next page)</p>			

JOB CLASSIFICATIONS VOCATIONAL INSTRUCTORS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm HOURS MAY VARY	2 <sup>nd</sup> SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3 <sup>rd</sup> SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Pharmacist (Cont.)	<p>Duties: Notes and reports quality deficiencies of drug products; ensures that pharmaceuticals are properly ordered, stored, and protected from deterioration. Provides technical supervision to nonprofessional and support personnel in the performance of a variety of pharmacy duties.</p> <p>Minimum Qualifications – A license to practice as a Registered Pharmacist issued by the California State Board of Pharmacy.</p>			



**EXHIBIT D**  
**SAMPLE WORK ORDER**

**EXHIBIT D**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
TEMPORARY PERSONNEL SERVICES**

**SAMPLE WORK ORDER**

\_\_\_\_\_  
(CONTRACTOR NAME)

Work Order No. \_\_\_\_\_

Master Agreement No. \_\_\_\_\_

**Date Work Order Due from Contractor** \_\_\_\_\_

**Tentative Start Date** \_\_\_\_\_

**Unit Requesting Service** \_\_\_\_\_

**Unit's Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Job Classification/Position Title** \_\_\_\_\_

**Duties** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Billable Hourly Rate per Exhibit C \$** \_\_\_\_\_

**I. TO BE COMPLETED BY THE CONTRACTOR**

Name of Temporary Personnel \_\_\_\_\_

**Contractor's Employee or Non Employee Acknowledgement and Confidentiality Agreement**

Yes \_\_\_\_ No \_\_\_\_

**Documentation of Pre-screened Applicant**

Yes \_\_\_\_ No \_\_\_\_

**II. TO BE COMPLETED BY COUNTY'S PROJECT MANAGER**

**Date Work Order Filled by Contractor** \_\_\_\_\_

**Actual Start Date** \_\_\_\_\_

**Work Schedule**

Days \_\_\_\_\_ Start/End Time \_\_\_\_\_

Total Hours Worked \_\_\_\_\_

**Maximum Hours Not to Exceed 720 Hours**

**EXHIBIT D**

Work Order No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Contractor's signature on this Work Order confirms Contractor's awareness of and agreement with the provisions of Subparagraph 5.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work to County (1) other than as specified in the Master Agreement, and/or (2) that utilizes other than the approved temporary personnel, and/or (3) that goes beyond the scope of work authorized in this Work Order, and/or (4) that exceeds the total maximum hours as specified in this Work Order, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
COUNTY PROJECT MANAGER

By: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***To Be Completed By County's Project Manager***

Temporary Personnel Hire Date \_\_\_\_\_ Date Work Order Suspended \_\_\_\_\_

Total Hours Worked \_\_\_\_\_ Out of Service Date \_\_\_\_\_

# ***EXHIBIT E***

## **CONTRACTOR'S EEO CERTIFICATION**

**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**EXHIBIT F1**  
**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND**  
**CONFIDENTIALITY AGREEMENT**

**AND**

**EXHIBIT F2**  
**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT**  
**AND CONFIDENTIALITY AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



## **EXHIBIT G**

### **JURY SERVICE ORDINANCE**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

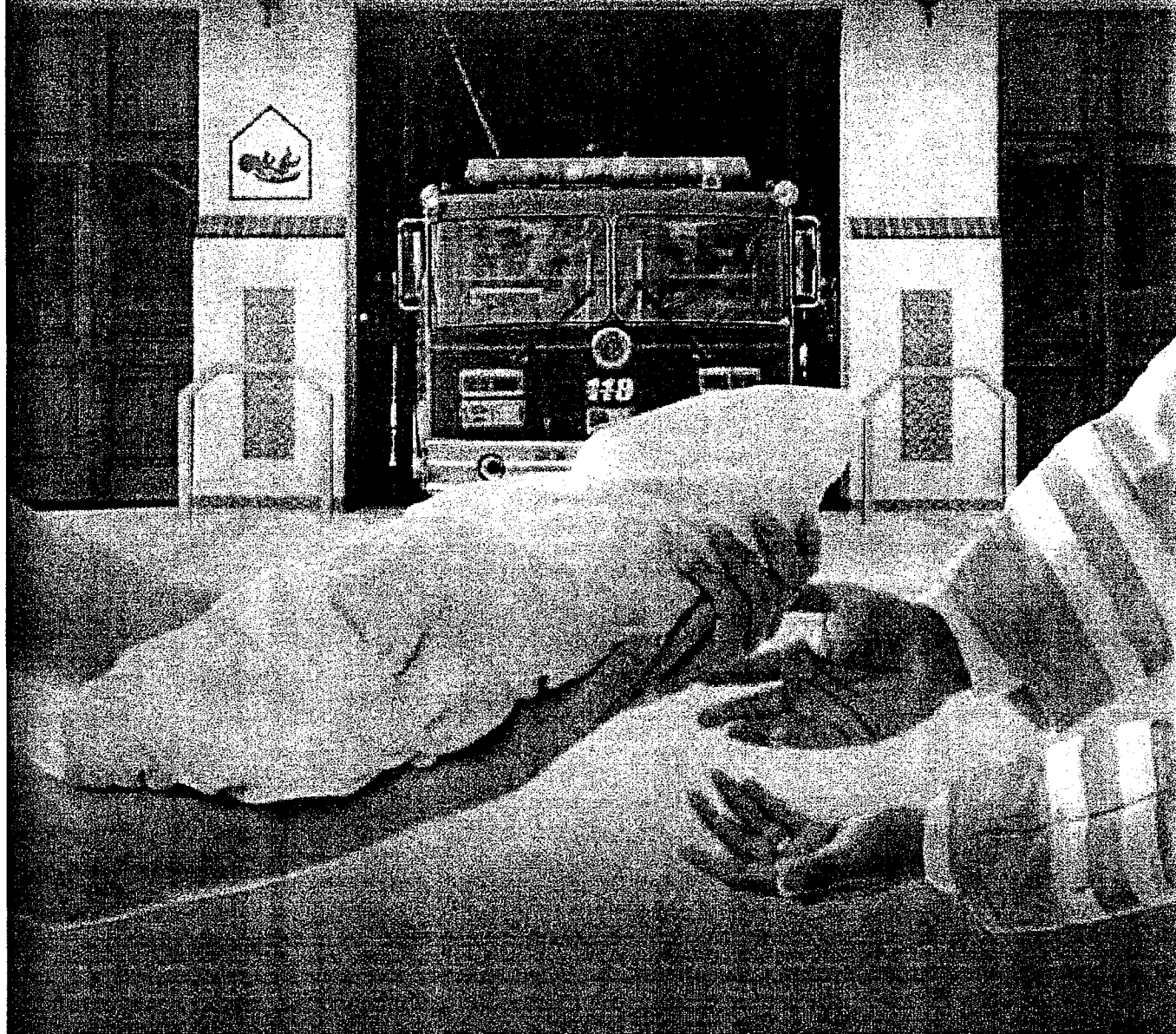
**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **EXHIBIT H**

### **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

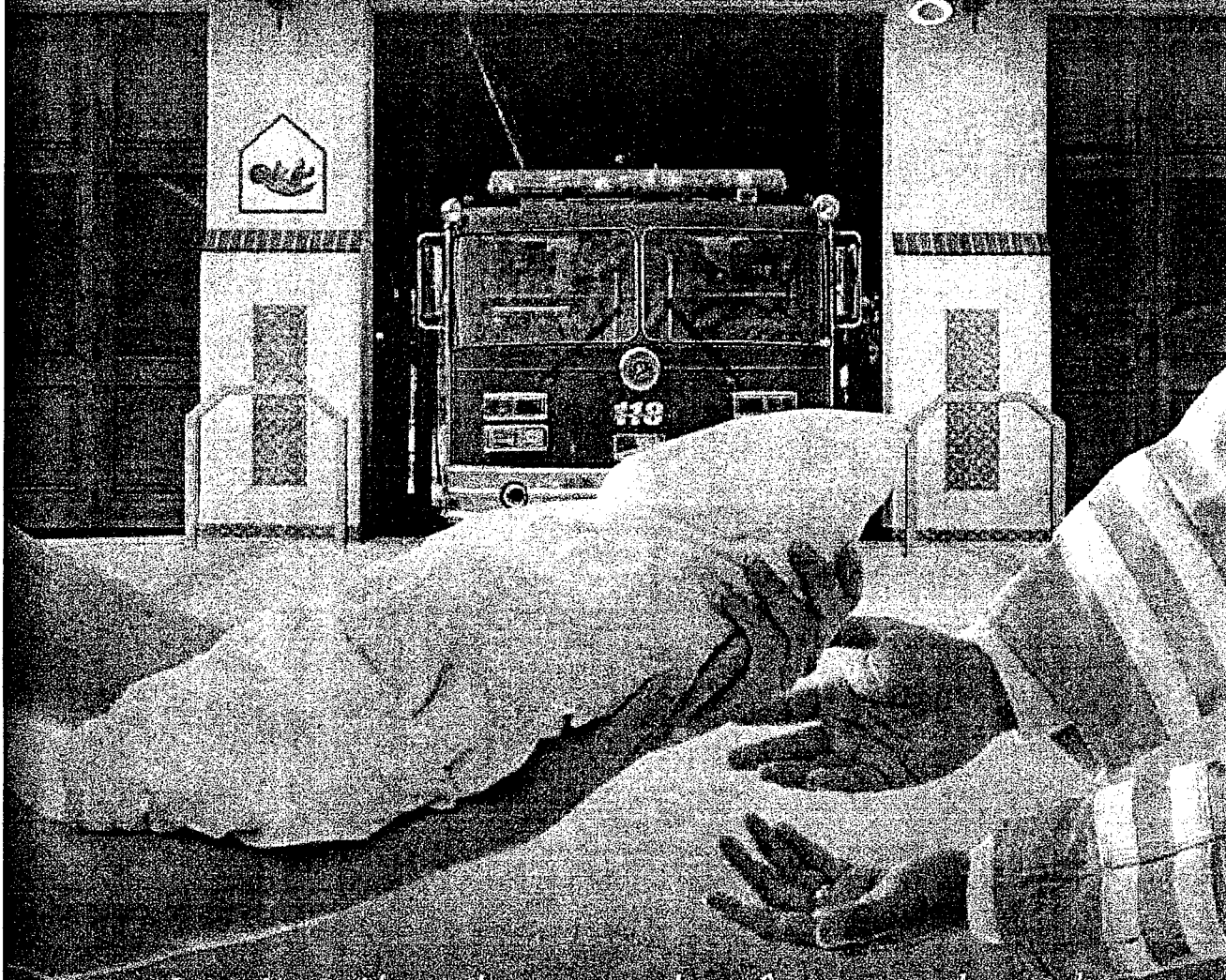
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafeja.org](http://www.babysafeja.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## **EXHIBIT I**

# **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**2.206.010 Findings and declarations.2.206.020 Definitions.2.206.030 Applicability.2.206.040 Required solicitation and contract language.2.206.050 Administration and compliance certification.2.206.060 Exclusions/Exemptions.2.206.070 Enforcement and remedies.2.206.080 Severability.**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## ***EXHIBIT J***

# ***CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)***

## EXHIBIT J

### CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH) (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Title XIII and Title IV of Division B of Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

#### DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.



- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information.**

Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

## 2.2 Prohibited Uses and Disclosures of Protected Health Information.

Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

## 2.3 Adequate Safeguards for Protected Health Information.

Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

## 2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, Subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
  - (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
  - (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.
- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.
- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees,

representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
  - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
  - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

**2.7 Availability of Internal Practices, Books and Records to Government Agencies.**

Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include:

(a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
  - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
  - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.